NOTICE OF CONFIDENTIALITY RIGHTS: A NATURAL PERSON MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

XTO REV PROD 88 (7-89) PAID UP (04/17/07)B

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OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 13th day of June, 2008, between Lessor set forth on Schedule I (whether one or more), whose address is: set forth on Schedule I and XTO Energy Inc., whose address is: 810 Houston St., Fort Worth, Texas 76102, Lessee, WITNESSETH:

1. Lessor, in consideration of ten dollars and other valuable consideration, receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of Tarrant, State of Texas, and is described as follows?

Being approximately 104.201 acres of land, more or less being Blocks I thru 17, of the Greenbriar Subdivision to the city of Benbrook according to the map or plats thereofrecorded in Volume 388-99, Page 29; Volume 388-105, Page 55; Volume 388-115, Page 91-92; Volume 388-120, Page 38; Volume 388-124, Page 18; Volume 388-104, Page 988; Volume 388-128, Page 19; Volume 388-129, Page 17; Volume 388-113, Page 165; Volume 388-142, Page 62; Volume 388-146, Page 109; Cabinet A, Page 8255; Cabinet A, Page 8254, of the Plat Records, Tarrant County, Texas.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion, after-acquired title or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 104.201 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

- 2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of three (3) years from the date hereof, hereinafter called "primary term," and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.
- 3. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal 25% part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such 25% part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear 25% of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, 25% of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of 25% of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period. Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in such bank as directed by Lessor, or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that Lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same. Lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as Lessee may elect. Any payment hereunder may be made by check or draft of Lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair Lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

- 4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land overed by this lease with any other land overed by this lease. with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are permitted or required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size permitted or required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Such unit shall become effective as of the date provided for in said instrument or instruments but if said instrument or instruments make no such provision, then such unit shall become effective on the date such instrument or instruments are so filed of record. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after operations or production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time there is no unitized minerals being produced from such unit. Any unit formed may be amended, re-formed, reduced or enlarged by Lessee at its election at any time and from time to time after the original forming thereof by filing an appropriate instrument of record in the public office in which the pooled acreage is located. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.
- 5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.
- 6. Whenever used in this lease the word "operations" shall mean operations for and/or any of the following: preparing the drillsite location or access road, drilling, testing, completing, reworking, recompleting, deepening, sidetracking, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.
- 7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.
- 8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until sixty (60) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.
- 9. In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. If this lease is canceled for any cause, it shall nevertheless

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remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less that forty acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained and shall not be required to move or remove any existing surface facilities necessary or convenient for current operations.

- 10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.
- 11. If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and Lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of Lessee, the primary term hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.
- 12. Lessor agrees that this lease covers and includes any and all of Lessor's rights in and to any existing well(s) and/or wellbore(s) on said land, other than existing water wells, and for all purposes of this lease the re-entry and use by Lessee of any existing well and/or wellbore shall be deemed the same as the drilling of a new well.
- 13. Notwithstanding anything to the contrary contained in this lease, at the option of Lessee, which may be exercised by Lessee giving notice to Lessor, a well which has been drilled and Lessee intends to frac shall be deemed a well capable of producing in paying quantities and the date such well is shut-in shall be when the drilling operations are completed.
- 14. As a result of land development in the vicinity of said land, governmental rules or ordinances regarding well sites, and/or surface restrictions as may be set forth in this lease and/or other leases in the vicinity, surface locations for well sites in the vicinity may be limited and Lessee may encounter difficulty securing surface location(s) for drilling, reworking or other operations. Therefore, since drilling, reworking or other operations are either restricted or not allowed on said land or other leases in the vicinity, it is agreed that any such operations conducted at a surface location off of said land or off of lands with which said land are pooled in accordance with this lease, provided that such operations are associated with a directional well for the purpose of drilling, reworking, producing or other operations under said land or lands pooled therewith, shall for purposes of this lease be deemed operations conducted on said land. Nothing contained in this paragraph is intended to modify any surface restrictions or pooling provisions or restrictions contained in this lease, except as expressly stated.
- 15. Notwithstanding anything to the contrary in this lease, Lessee is hereby granted the right, at its option, either before or after production is established, to place any land covered by this lease in a co-operative with other land, lease or leases, for the exploration and development of all lands included in such co-operative, on such terms and conditions as Lessee may consider prudent. Any such co-operative formed by Lessee shall consist of such amount of acreage, configuration and number of wells, as Lessee shall determine at the exercise of Lessee's reasonable judgment, including Lessee's modification, rearrangement, enlargement, and reduction of such co-operative. If all or a portion of lands covered by this Lease, is included in a co-operative, then royalty shall be paid on a surface acreage basis, that is on the basis that the number of acres covered by this lease that is included in the co-operative bears to the total number of acres in the co-operative.
- 16. This Lease may be executed in any number of counterparts of each of the Lessors as identified on Schedule I hereto and each counterpart of a Schedule I hereto so executed shall have the same force and effect as an original instrument and as if all the parties to the aggregate counterparts had signed the same instrument. For recording purposes, the counterpart signature and acknowledgment of the Schedule I of each of the Lessors may be included in one instrument to be filed for record in the records of the County Clerk of Tarrant County, Texas.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

SEE EXHIBIT "A" ATTACHED HERETO FOR ADDITIONAL PROVISIONS

LESSOR(S) SET FORTH ON SCHEDULE I ATTACHED HERETO.

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EXHIBIT "A"

This Addendum is attached to and made a part of that certain Oil, Gas and Mineral Lease dated the 13th day of June, 2008, by and between Lessor set forth on Schedule I, and XTO Energy Inc., as Lessee.

It is understood and agreed that the provision of the addendum shall supersede any portion of the printed form of this lease which is inconsistent herewith, and the other printed provisions of this lease, to which this attached, are in all things subrogated to the expressed and implied terms and conditions of this rider.

- This is a non-developmental Oil & Gas Lease, whereby Lessee its successors or assigns, shall not conduct any operations, as defined herein, on the surface of said lands. However, Lessee shall have the right to pool or unitize said lands, or part thereof, with other lands to comprise an oil and/or gas development unit.
- 2. Lessor's royalty shall be free and clear of all costs and expenses whatsoever including expenses of separation, compression, marketing, transportation, treating or manufacturing oil or gas produced hereunder, save and except ad valorem and production taxes. Provided, however, Lessor's royalty shall be subject proportionately to any charges incurred by Lessee for compressing, treating, processing, gathering, transporting and marketing under Lessee's gas purchase contract with a nonaffiliated third party covering the sale of production from the lands included in this lease.
- 3. Lessee hereby agrees to cover any reasonable expenses related to subordinations required as a result of Lessor's execution of this Lease.
- 4. Lessee is hereby given the option, to be exercised prior to the date on which this lease or any portion thereof would expire in accordance with its terms and provisions of extending this lease for a period of two (2) years as to all or any portion of the acreage then held hereunder which would expire unless so extended. The only action required by Lessee to exercise such option being the payment to Lessor (or for Lessor's credit of the depository bank named herein) and/or such parties entitled under any change of ownership according to Lessee's records, an additional consideration of the sum of Fifteen Thousand Dollars (\$15,000) per net mineral acre owned by the party entitled to such payment at such time of extension, in the acreage so extended. If this lease is extended as to only a portion of the acreage then covered hereby, Lessee shall designate such portion by a recordable instrument.

END OF EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED June 13. 2008, FROM Kaszubski, David & Barbara AS LESSOR TO XTO ENERGY, INC., AS LESSEE ORIGINAL Lands Covered by this Lease: 43908570260 Kaszubski, David & Barbara 1413 Trammell Dr 1413 Trammell Dr Blk 12 Lot 1, 0.232 ac. Fort Worth Tx 76126 Greenbriar Addition-Benbrook **Individual Lessor:** OR **Corporate Lessor:** Company Name BY: NA DJK 7/24/08
Lessor Signature BY: ______Agent's Signature INDIVIDUAL ACKNOWLEDGMENT COUNTY OF Miami-Dade STATE OF Florida This instrument was acknowledged before me on the 25day of July 2008 by David J. Kaszubski. Comm# DD0731819 Notary Public Signature: Lucianob CORPORATE ACKNOWLEDGMENT COUNTY OF _____ STATE OF This instrument was acknowledged before me on the __day of _____, 2008 by _____, ____ of ____, on behalf of the company.

Seal

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED June 13, 2008, FROM Breedlove, Marshall Etux Kim AS LESSOR TO XTO ENERGY, INC., AS LESSEE. 43908570148 Lands Covered by this Lease: Breedlove, Marshall Etux Kimberly 1505 Augusta Rd 1505 Augusta Rd Blk 7 Lot 22, 0.245 ac. Benbrook Tx 76126 Greenbriar Addition-Benbrook **Individual Lessor:** OR Corporate Lessor: Company Name BY: ______Agent's Signature INDIVIDUAL ACKNOWLEDGMENT COUNTY OF Tarran STATE OF CXUS This instrument was acknowledged before me on the 19 day of July
2008 by Warshall Breakove & Kunkerly Breakove DOUGLAS G. KUSEL Notary Public, State of Texas My Commission Expires May 20, 2012 Notary Public Signature: d Seal ORIGINAL CORPORATE ACKNOWLEDGMENT COUNTY OF This instrument was acknowledged before me on the __day of ____, 2008 by ______ of _____, on behalf of the company.

Seal

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED June 13, 2008, FROM Ritchie, Samuel K AS LESSOR TO XTO ENERGY, INC., AS LESSEE. 43908570014 Lands Covered by this Lease: Ritchie, Samuel K 1221 Trammell Dr 7300 Bishop Ct Blk 1 Lot 14, 0.273 ac. Fort Worth Tx 76179 Greenbriar Addition-Benbrook Individual Lessor: OR **Corporate Lessor:** Company Name Lessor Signature BY: ____ BY: ______Agent's Signature Lessor Signature Position or Title INDIVIDUAL ACKNOWLEDGMENT COUNTY OF Tayres STATE OF Texas This instrument was acknowledged before me on the 19 day of July 2008 by Samuel KRitchie DOUGLAS G. KUSEL Notary Public, State of Texas My Commission Expires May 20, 2012 Notary Public Signature: Seal CORPORATE ACKNOWLEDGMENT ORIGINAL COUNTY OF ___ _ This instrument was acknowledged before me on the ___day of _____, 2008 by _ _ _ , of _____, on behalf of the company.

Seal

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED June 13. 2008, FROM Rogers, Stephen D Etux Linda M AS LESSOR TO XTO ENERGY, INC., AS LESSEE. Lands Covered by this Lease: 43908570288 Rogers, Stephen D Etux Linda M 1125 Barbara Dr 1125 Barbara Dr Blk 13 Lot 3, 0.230 ac. Fort Worth Tx 76126 Greenbriar Addition-Benbrook Individual Lessor: OR Corporate Lessor: Company Name Position or Title INDIVIDUAL ACKNOWLEDGMENT COUNTY OF Javra STATE OF Texes This instrument was acknowledged before me on the 19 day of Jaly, 2008 by Stephen D Rogers & Linda M. Rogers
Notary Public Signature: Notary Public Signature: CORPORATE ACKNOWLEDGMENT ORIGINAL COUNTY OF ____ STATE OF This instrument was acknowledged before me on the __day of ____, 2008 by _____ of _____, on behalf of the company.

Seal

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED June 13. 2008, FROM Smith, George C Etux Judith O AS LESSOR TO XTO ENERGY, INC., AS LESSEE. Lands Covered by this Lease: 43908570112 Smith, George C Etux Judith O 1517 Briar Run 2 Thornhill Rd Blk 6 Lot 18, 0.235 ac. Fort Worth Tx 76132 Greenbriar Addition-Benbrook OR Individual Lessor: Corporate Lessor: Lessor Signature Company Name BY: _____ Agent's Signature ITS: ______Position or Title INDIVIDUAL ACKNOWLEDGMENT COUNTY OF Tal STATE OF Jexas

This instrument was acknowledged before me on the That ay of Vuly,

2008 by George Cand Tulitho. SMith Notary Public Signature: Comment Andle Rader Seal CORPORATE ACKNOWLEDGMENT COUNTY OF _____ STATE OF ____ This instrument was acknowledged before me on the __day of _____, 2008 by ______, ____ of

Seal

, on behalf of the company.

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED June 13, 2008, FROM Smith, George C Etux Judith O AS LESSOR TO XTO ENERGY, INC., AS LESSEE. 43908570132 Lands Covered by this Lease: Smith, George C Etux Judith O 1420 Briar Run 2 Thornhill Rd Blk 7 Lot 6, 0.235 ac. Fort Worth Tx 76132 Greenbriar Addition-Benbrook **Individual Lessor:** OR Corporate Lessor: Lessor Signature Company Name BY: ______ Agent's Signature Position or Title INDIVIDUAL ACKNOWLEDGMENT COUNTY OF JAFFART
STATE OF Jexas
This instrument was acknowledged before me on the 3 May of Valy,

2008 by George Card Juditho Smith ORIGINAL Notary Public Signature: Regular Angle Rad Seal CORPORATE ACKNOWLEDGMENT COUNTY OF _____ STATE OF This instrument was acknowledged before me on the day of 2008 by _____, ____ of

Seal

, on behalf of the company.

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED June 13, 2008, FROM Smith, George C Etux Judith O
AS LESSOR TO XTO ENERGY, INC., AS LESSEE.

43908570224

Smith, George C Etux Judith O

Lands Covered by this Lease:

Seal

1812 Prince Dr

2 Thornhill Rd		Blk 10 Lot 12, 0.224 ac. Greenbriar Addition-Benbrook			
Fort Worth Tx 76132					
Individual Lessor:	OR	Corporate	Lessor:		
BY: Lessor Signature		Con	npany Name		
BY: Lessor Signature	,	BY:Ag	ent's Signature		
•		ITS: Pos	sition or Title		
IN	DIVIDUAL ACK	NOWLEDGMEN	Т		
COUNTY OF TANAUT STATE OF Texas This instrument was acknowledged before 2008 by George Cand Tue	. // B	\ <i>A</i>	ORIGINAL REGINALD ANDRE RADER MY COMMISSION EXPIRES December 4, 2010		
Notary Public Signature:	Strale &	Cade	Seal		
CO	PRPORATE ACK	NOWLEDGMEN	T		
COUNTY OF STATE OF This instrument was acknowledged before	re me on theda	ny of,			
2008 by,		of			
, on behalf of	the company.				

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED June 13, 2008, FROM Smith, George C Etux Judith O AS LESSOR TO XTO ENERGY, INC., AS LESSEE.

Lands Covered by this Lease:

Seal

43908570226

Smith, George C Etux Judith O

Smith, George C Etux Judith O		1820 Prince Dr		
2 Thornhill Rd		Blk 10 Lot 14, 0.209 ac.		
Fort Worth Tx 76132		Greenbriar Addition-Benbrook		
Individual Lessor:	OR	Corporate Lessor:		
BY: Lessor Signature		Company Name		
BY: Jues O. Sw Lessor Signature	-	BY:Agent's Signature		
		ITS:		
		Position or Title		
COUNTY OF TANAL STATE OF Texas This instrument was acknowledged before 2008 by George Cand Tue Notary Public Signature:	ditho.s	CAIGINAL May of Time your commission expires December 4, 2010 Seal		
CC	ORPORATE AC	CKNOWLEDGMENT		
COUNTY OF STATE OF This instrument was acknowledged befo	re me on the	_day of,		
2008 by,				
, on behalf of				

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ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED 2008, FROM Allen, Barbara & Melody Barber AS LESSOR TO XTO ENERGY, INC., AS LESSEE. Lands Covered by this Lease: 43908570098 Allen, Barbara & Melody Barber 1424 Trammell Dr 1800 Fairmount Ave. Blk 6 Lot 4, 0.236 ac. Fort Worth Tx 76110 Greenbriar Addition-Benbrook Individual Lessor: OR Corporate Lessor: Company Name INDIVIDUAL ACKNOWLEDGMENT COUNTY OF Jan STATE OF <u>Sevas</u>
This instrument was acknowledged before me on the 5 day of <u>August</u>,

2008 by <u>Barbara Accert & Melony Barbern</u> Debbie C Bearden Notary Public Signature: Mulvie C. Burden Seal CORPORATE ACKNOWLEDGMENT COUNTY OF ____ STATE OF ____ This instrument was acknowledged before me on the __day of ____, 2008 by ______, _____ of

, on behalf of the company.

Notary Public Signature:

Seal

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SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED June 13, 2008, FROM Applebee, Anthony Etux Mishay
AS LESSOR TO XTO ENERGY, INC., AS LESSEE.

Lands Covered by this Lease:

43908570036

Applebee, Anthony Etux Mishay		1205 Manning Rd		
1205 Manning St		Blk 2 Lot 22, 0.241 ac.		
Benbrook Tx 76126		Green	Greenbriar Addition-Benbrook	
Individual Lessor:	OR		Corporate Lessor:	
BY:		_		
Lessor Signature			Company Name	
BY: Debay Capolloa		BY: _	Agent's Signature	
Lessor Signature			Agent's Signature	
		ITS: _		
-			Position or Title	
INDIVII	DUAL ACH	MOWI	LEDGMENT	
COUNTY OF CARRANTE OF Texas This instrument was acknowledged before me	on the ord	hav of í£	Kanst , 2008	
This instrument was acknowledged before me 2008 by Anthony Applehee and	Mo	hay !	Applebee	
Notary Public Signature:			GABRIELA CORTES Any Commission Expires July 5, 2010	
CORPO	RATE AC	KNOW	LEDGMENT	
COUNTY OFSTATE OF	d.			
This instrument was acknowledged before me	on theo	lay of _	,	
2008 by,		of		
, on behalf of the co	ompany.			
Notary Public Signature:			Seal	

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED June 13, 2008, FROM Young, James D AS LESSOR TO XTO ENERGY, INC., AS LESSEE. Lands Covered by this Lease: 43908570150 Young, James D 1425 Augusta Rd 4101 Bellaire Dr S Blk 7 Lot 24, 0.252 ac. Fort Worth Tx 76109 Greenbriar Addition-Benbrook **Individual Lessor:** OR Corporate Lessor: BY: Company Name Lessor Signature Agent's Signature Lessor Signature Position or Title INDIVIDUAL ACKNOWLEDGMENT ORIGINAL COUNTY OF Tarrant STATE OF Texas This instrument was acknowledged before me on the Aday of Jul EMILY K REYES Notary Public, State of Texas My Commission Expires November 20, 2010 2008 by James Notary Public Signature: Seal CORPORATE ACKNOWLEDGMENT COUNTY OF _____ STATE OF This instrument was acknowledged before me on the __day of ____, 2008 by ______ of ____, on behalf of the company.

Seal

Seal

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED Cunningham, Rex Etux Susan M 2008, FROM AS LESSOR TO XTO ENERGY, INC., AS LESSEE. 43908570285 Lands Covered by this Lease: Cunningham, Rex Etux Susan M 1409 Trammell Dr 1409 Trammell Dr Blk 12 Lot 26, 0.204 ac.

Greenbriar Addition-Benbrook

Benbrook Tx 76126

Individual Lessor:	OR	an e	Corporate Lessor:			
BY: Refel C	•					
Lessor Signature			Company Name			
BY Lessor Signature	Lan	BY: _	Agent's Signature			
Lessor Signature			Agent's Signature			
		ITS:				
		_	Position or Title			
IND	DIVIDUAL ACI	KNOWL	EDGMENT			
COUNTY OF TARRANT STATE OF Texas This instrument was acknowledged before me on the day of August, 2008 by Rex Cunningham and Susan Cunningham Notary Public Signature: Signature: Seal Base of Booms By Comm. Exp. 1304-11						
CO	RPORATE AC	KNOWI	LEDGMENT			
COUNTY OF STATE OF This instrument was acknowledged before	e me on the	day of				
2008 by,	7	of				
, on behalf of	the company.					

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED June 13. 2008, FROM Phillips, Russell W AS LESSOR TO XTO ENERGY, INC., AS LESSEE. Lands Covered by this Lease: 43908570135 Phillips, Russell W 1504 Briar Run 1504 Briar Run Blk 7 Lot 9, 0.238 ac. Benbrook Tx 76126 Greenbriar Addition-Benbrook Individual Lessor: OR **Corporate Lessor:** Company Name BY: _____ BY: ______Agent's Signature Lessor Signature Position or Title INDIVIDUAL ACKNOWLEDGMENT COUNTY OF avvau STATE OF / CK 5

This instrument was acknowledged before me on the / 7 day of Ju (2) 2008 by Russell W Phillips Notary Public, State of Texas My Commission Expires May 20, 2012 Notary Public Signature: Seal CORPORATE ACKNOWLEDGMENT ORIGINAL COUNTY OF ____ STATE OF This instrument was acknowledged before me on the ___day of ____, 2008 by ______ of , on behalf of the company.

Seal



COLT EXPLORATION CO INC 512 MAIN ST #309

FT WORTH

TX 76102

Submitter: COLT EXPLORATION CO, INC

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

<u>DO NOT DESTROY</u> WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 12/23/2008 11:47 AM
Instrument #: D208464003
LSE 18 PGS

\$80.00

D208464003

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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